

CONTRACT

(This Contract is part of the proposal documents for information. This document will be signed only by the Contractor to whom the award is made by the Authority.)

THIS CONTRACT, made and entered into this the _____ day of _____, 2018, by and between the **PIEDMONT TRIAD AIRPORT AUTHORITY**, Guilford County, North Carolina, hereinafter called the "Owner" and _____ hereinafter called the "Contractor".

WITNESSETH:

The Owner and the Contractor hereby agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Instructions to Proposers, the Proposal Form, the Specifications, all Addenda issued prior to and all Modifications issued after the execution of this Contract. These documents form the Contract as if attached to this Contract or repeated herein.

The intent of the Contract Documents is to include all items necessary for the purchase of the equipment identified in Section 2. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Items not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

2. Purchase of Equipment. The Contractor shall furnish and deliver to the Owner, in the manner and form as provided in the Specifications and Contract Documents, the following equipment:

Airport Shuttle Bus

hereinafter referred to as the "Equipment."

3. **Completion Date.** The Contractor shall deliver to the Owner at the Piedmont Triad International Airport in Greensboro, N.C., the Equipment specified in this Contract no later than one hundred ninety (155) calendar days from the date upon which the Owner delivers to the Contractor written Notice to Proceed (hereinafter referred to as the "Completion Date.") The delivery of the Equipment shall be completed on or before the Completion Date, unless such time of completion of the Contract is extended by the Owner. Should the time of completion of this Contract be extended beyond the Completion Date for any reason, such extension shall not affect the validity of the Contract.

4. **Contract Sum.** Upon delivery of the Equipment and upon the performance of all conditions regarding payment, the Owner shall, within twenty (20) days, pay to the Contractor the sum of

_____ (\$ _____)

5. **Contractor=s Responsibilities.** The Contractor shall pay all sales, consumer, use and other similar taxes for the Equipment.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the delivery of the Equipment.

6. **Inspection.** At the time of delivery, the Owner, or its representative, may inspect the Equipment to determine compliance with the Contract. If the Owner determines that Equipment delivered does not comply with the provisions of the Contract, the Contractor shall at its expense take such action as is necessary to bring said Equipment into compliance or shall at its expense remove such Equipment and replace it with Equipment which satisfies the provisions of the Contract.

7. **Warranty.** The Contractor warrants to the Owner that the Equipment and any other materials and equipment furnished under this Contract will be new unless otherwise specified, and that the Equipment will be of good quality, free from faults and defects and in conformance with the Contract Documents. All

items not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Specifically, the Contractor shall, at its sole cost and expense, make all necessary repairs, replacements and corrections of any nature or description that shall become necessary in order to provide the warranties specified in Specifications; provided, however, that notwithstanding the preceding, if any longer guarantee period is specified for any particular materials or workmanship in connection with any unit which is installed, the longer guarantee period shall govern.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the warranty, the Owner may have the defects corrected and the Contractor shall be liable for all expenses incurred.

8. Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the delivery of the Equipment.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, or anyone directly or indirectly employed by any of it, or by anyone for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by the Owner, and not attributable to the fault or negligence of the Contractor.

9. Risk of Loss. Risk of loss for the Equipment shall be upon the Contractor until such time as delivery of the Equipment to the Owner at the Piedmont Triad International Airport and acceptance by the Owner has been made.

10. Insurance. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor=s operations under the Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

- a. Claims under workers= or workmen=s compensation, disability benefit and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained by any person;
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by Subsections 10b through 10f shall be written for limits of liability of \$1,000,000.00.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Owner.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys

fees, arising out of or resulting from the performance of the Contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers= or workmen=s compensation acts, disability benefit acts or other employee benefit acts.

12. Termination of the Contract by Owner. If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency, or if the Contractor fails to deliver the Equipment on or before the Completion Date or the Completion Date as extended, or if the Contractor is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon a finding that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor seven (7) days written notice, determine the Contractor to be in default under the Contract. In such event, the Owner may take such action as is necessary to procure the Equipment from another source.

In such case, the Contractor shall not be entitled to receive any payment for its efforts prior to such termination. If the cost to obtain the Equipment from an alternative source exceeds the Contract Price, such excess shall be paid to Owner by the Contractor.

13. Final Completion and Final Payment. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled.

14. Compliance with Laws. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the Clean Air Act and any regulations to such acts.

Contractor shall comply, at its own expense, with all laws, rules, regulations and orders concerning civil rights and minorities now in force or hereafter prescribed or promulgated by Federal, State or Local governments or Owner, whether foreseen or unforeseen or ordinary or extraordinary.

Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision binds Contractor from the bid solicitation period through the completion of the contract.

Contractor, if applicable, assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Owner shall have the right to take such action as the Federal and State governments may direct to enforce the aforesaid covenants, and Contractor shall reimburse Owner for any costs, including reasonable attorneys' fees, for any necessary enforcement action by Owner against Contractor.

Owner shall, at its option, have the right to cancel this agreement upon ten (10) days written notice to Contractor if Contractor does not correct any violations of the covenants con-

tained in this Section 15 within ninety (90) days after receiving written notice of said violation from Owner.

The remedies under this Section 15 take precedence over the remedies provided for anywhere else in this Contract, if so elected by Owner in its absolute right.

15. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last known business address.

16. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

17. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Governing Law. The Contract shall be governed by the laws of the State of North Carolina.

19. Successors and Assigns. The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys

due or to become due to the Contractor hereunder, without the previous written consent of the Owner.

IN WITNESS WHEREOF, The Owner and Contractor hereto have executed this Contract on the day and date first above written in three (3) counterparts, each of which shall be deemed an original Contract.

Execution by Corporation

Name of Corporation

By: _____
Signature of Officer

Printed or typed name of person
signing and designation of office
held

(SEAL)

ATTEST:

Signature of attesting Officer

Printed or typed name of person
and designation of office held

Execution by a Partnership or Limited Liability Company

Name of Entity

By: _____
Signature of partner or
managing agent

Printed or typed name of person
signing and designation of position

Execution by an Individual

Signature of Individual

Printed or typed name of individual

PIEDMONT TRIAD AIRPORT AUTHORITY

By: _____
_____ Chairman

Attest:

By: _____
_____ Secretary